

**Town of MAYNARD, MA
Maynard Historical Commission**

REQUEST FOR PROPOSALS
Maynard Community-Wide
Historic Properties Survey

Date of Advertisement:

Thursday, February 19, 2015

PROPOSALS DUE:

Wednesday, March 18, 2015, by 4pm

Late Proposals Will Be Rejected

DELIVER COMPLETED SUBMISSIONS TO:

Town of Maynard
Office of the Assistant Town Administrator
195 Main Street, Maynard, MA 01754
Phone: (978) 897-1375

E-mail: ascribner@townofmaynard.net

For further information, please contact:
Lee Caras, Vice-Chairperson, Maynard Historical Commission
at (508) 733-1664
lee.caras@gmail.com

**TOWN OF MAYNARD, OFFICE OF THE ASSISTANT TOWN ADMINISTRATOR
195 MAIN STREET, MAYNARD, MA 01754**

REQUEST FOR PROPOSALS

**Maynard Community-Wide
Historic Properties Survey**

I. INTRODUCTION

The Town of Maynard (“Town”) is seeking proposals from qualified historic preservation consultants to undertake a community-wide survey of historic properties (“Survey”) in the Town. This Request for Proposals (RFP) stipulates the procedures and requirements to be used by the Town in its selection of consulting services. The project will be divided into three phases to be completed over a maximum one-year period:

- ❖ PHASE I – Review of historic resources available for the Survey and development of methodology;
- ❖ PHASE II – Production of draft Survey inventory forms for all properties listed on Exhibit 1 for review by the Maynard Historical Commission;
- ❖ PHASE III – Production of final Survey inventory forms, reports and maps for all Exhibit 1 properties.

The Town will evaluate all timely proposals to ensure that all required submittals have been included in responses and that all responses meet the Minimum Evaluation Criteria. Proposals that are deemed to be complete shall be presented to the Selection Committee and reviewed/ranked using the Comparative Evaluation Criteria established herein. Activities will commence immediately upon the Town’s selection of a proposal and the signing of a contract for the Survey. The Town has established a budget for the Survey funded by a grant received from Maynard’s Community Preservation Committee.

All responses regarding this RFP must be received by the Town no later than 4pm on Wednesday, March 18, 2015, and be addressed to the attention of Andrew Scribner-MacLean, Assistant Town Administrator, Town of Maynard, 195 Main Street, Maynard, MA 01754.

II. SURVEY AREA

The Survey area will include cultural and architectural properties listed on Exhibit 1, all located in the Town.

III. FUNDING SOURCE

The Survey is being funded by a grant from Maynard’s Community Preservation Committee awarded specifically for and limited to this Survey.

IV. SURVEY OBJECTIVES

In 1977 the Maynard Historical Commission compiled a list of 37 structures, which was submitted to and accepted by the Massachusetts Historical Commission (“MHC”). In 2000 a survey of historic structures/areas conducted by Joan Rockwell Associates that completed 440 MACRIS forms (including updates of the 1977 locations) was accepted by both the Maynard and the Massachusetts Historic Commissions. The 2000 survey focused on the earliest extant structures/areas in Maynard, and on structures/artifacts/areas of significance to the Town as an early industrial center. 125 structures/areas are to be studied in the current Survey (Exhibit 1). See Attachment A for complete Scope of Work.

V. PROPOSAL REQUIREMENTS

One (1) printed copy of the proposal, one (1) electronic version on a USB drive, and two (2) printed copies of the price proposal must be furnished to the Assistant Town Administrator for review by the Selection Committee. The overall proposal must include:

A. Technical Requirements - to be submitted in a sealed Envelope A

1. The identity of the individual, partnership or corporation applying for the contract award (the “Applicant”) and credentials of the personnel who would actually perform the work, as well as the credentials of their managers, and the nature of the supervision by such managers, if any. State the responsibilities of each of the project personnel. If the consultant intends to sub-contract the photography or any other work required in the scope of services, the sub-contractor must be identified. Sample work products are required for all personnel. This item 1. is a major determinant in assessing the Applicant’s qualifications and will be incorporated as a condition in the contract to be awarded.
2. An Applicant qualifications statement, including professional qualifications and work experience attesting to capacity to perform the Survey. Resume(s), detailing academic and professional work experience are required for all project personnel. Applicants must meet one of the following criteria:
 - a. A Bachelor’s Degree in Historic Preservation, Architectural History, History, Art History or a closely related field and at least two years full-time experience in an area relevant to the Survey will be considered adequate qualifications.
 - b. A Master’s Degree in Historic Preservation, Architectural History, History, Art History or a closely related field and more than two years full-time experience in an area relevant to the Survey will be considered excellent qualifications.
3. A detailed explanation of the Applicant’s approach to this Survey: methodology, demonstrated understanding of the scope of work and completion deadline, and the Applicant’s expectations of assistance and services from the Town. A technical work plan and timeline for accomplishing the tasks described in the scope of services must be provided.
4. A client reference list, with names, addresses, telephone numbers, and e-mail addresses (if available), especially for clients for whom the Applicant has performed similar services within the past five (5) years. Three to five client references are requested.
5. Any other information deemed relevant to the Survey and that the Applicant believes will further the competitiveness of his/her proposal.

6. Proposal Signature Form, a Certificate of Non-Collusion, a Statement of Tax Compliance and any other form deemed applicable to the Survey by the Town (see Attachments C,D).

B. Price Proposal Requirements - to be submitted in a separate, sealed Envelope B (two copies)

1. A completed Attachment B – Fee Proposal Form (two copies).

Please note: Any proposal that fails to include all of the above information will be rejected and will not be afforded a complete review by the Selection Committee.

VI. SELECTION CRITERIA

1. Minimum Evaluation Criteria

The Selection Committee shall first review each technical proposal to ascertain whether or not the following minimum criteria have been met:

- a. The technical proposal includes all of the items for a complete proposal.
- b. The Applicant meets the minimum educational and professional requirements outlined above.

2. Comparative Evaluation Criteria

All responsive proposals will be judged against the Comparative Evaluation Criteria detailed below. The Selection Committee of the Maynard Historical Commission will rank each proposal as:

- a. Excellent – meaning the proposal fully meets and significantly exceeds the standards of the specific criterion;
- b. Average – meaning the proposal satisfies the standards of the specific criterion;
- c. Not Acceptable– meaning the proposal does not meet the standards of the specific criterion, is incomplete, unclear, or both.

The Selection Committee shall rate and rank each technical proposal meeting the Minimum Evaluation Criteria according to the Comparative Evaluation Criteria listed below. The Fee Proposal Forms (in envelope B) will then be opened and reviewed. The Selection Committee will then select the highest-ranked technical proposal that is affordable within the limits of the funding available from the Maynard Community Preservation Committee grant for this Survey.

2.1. Quality and Depth of Survey Experience

Excellent – The proposal demonstrates a substantial depth of experience with similar Surveys related to the Town’s requirements (5 or more Surveys) and specific experience with municipally, privately, or MHC-funded not-to-exceed or fixed-fee contracts.

Average – The proposal demonstrates some experience with similar Surveys related to the Town’s requirements (3 to 4 Surveys), and some experience with municipally or privately funded not-to-exceed or fixed-fee contracts. .

Not Acceptable – The proposal demonstrates limited experience with similar Surveys related to the Town’s requirements (fewer than 3 Surveys), and limited experience with public or private, not-to-exceed or fixed fee contracts.

2.2. Qualifications of the Applicant and All Key Personnel

Excellent – The Applicant’s and all key personnel’s resume(s) demonstrate that they have excellent training and educational background applicable to the Survey described herein (refer to Section V.A.2.b).

Average – The Applicant’s and all key personnel’s resume(s) demonstrate that they have adequate training and educational background applicable to the Survey described herein (refer to Section V.A.2.a).

Not Acceptable – The Applicant’s and all key personnel’s resume(s) do not demonstrate that they have adequate training and/or educational background applicable to the Survey described herein.

2.3. Desirability of approach to the Survey, including demonstrated understanding of the community’s historic and cultural resource protection needs.

Excellent – The Applicant demonstrates a superior approach to the subject material, an understanding of the historic and cultural resource issues addressed by the Survey, and a clear analysis of the time required for each phase of the Survey. The proposal demonstrates a strong understanding of the history and development of architectural forms in Maynard.

Average – The Applicant demonstrates a good approach to the subject material, an understanding of the historic and cultural resource issues addressed by the Survey, and presents a time schedule that meets the project requirements.

Not Acceptable – The Applicant does not demonstrate a desirable approach to the Survey and does not demonstrate a clear understanding of the community’s historic and cultural resource protection needs.

2.4. Overall Quality of Client References, including Applicant's ability to undertake and complete this Survey in a timely manner.

Excellent – All references contacted spoke very favorably of the work performed by the Applicant and would use the Applicant again for a similar survey without hesitation.

Average – The majority of references spoke favorably of the work performed by the Applicant and would consider using the Applicant again for a similar survey.

Not Acceptable – At least one reference stated that there had been significant difficulties with the Applicant's ability to deliver the contracted services and deliverables.

2.5. Completeness and Quality of Proposal

Excellent – Applicant's proposal is complete, concise, informative, and highly detailed. Proposal reflects that Applicant is able to perform in a superior manner acceptable to the Town. Selection Committee is completely convinced about the Applicant's ability to provide the level of services required by the Town. Proposal demonstrates excellent communication and documentation skills.

Average – Applicant's proposal is complete, informative, and meets criteria for responsiveness. Selection Committee finds proposal reflects that Applicant is able to perform in an adequate manner acceptable to the Town. Proposal demonstrates a good level of communication and documentation skills.

Not Acceptable – Applicant's proposal lacks a comprehensive approach, but meets criteria for responsiveness. Selection Committee finds proposal reflects that Applicant may be able to perform in a manner acceptable to the Town. Communication and documentation skills appear only adequate.

VII. INTERVIEWS

After review of the technical proposals, the Selection Committee may, at its discretion, schedule interviews with any or all of the Applicants for the purpose of further evaluation of their qualifications and ability to provide the required services. Interviewees will be ranked on their presentations.

VIII. PROJECT FEE

The Town has established a budget for the Scope of Services described herein based solely on a grant received from the Maynard Community Preservation Committee. Applicants must complete Attachment B – Fee Proposal Form. Fees need not be provided for each of the three phases of work described in the form. Fees shown shall include all costs and expenses (including materials, copying, mileage, photography, etc.) necessary to complete the Scope of Work defined in Attachment A of this RFP. Progress payments will be considered.

IX. SURVEY SCHEDULE (see Attachment A for description of work components):

- ❖ PHASE I – Review of historic resources available for the Survey and development of methodology – target completion date of May 15, 2015;
- ❖ PHASE II – Production of draft Survey inventory forms for all properties listed on Exhibit 1 for review by the Maynard Historical Commission – target completion date of December 31, 2015;

- ❖ PHASE III – Production of final Survey inventory forms, reports and maps – target completion date of March 17, 2016

*Please note: all contract work **must be completed by March 17, 2016, unless an extension of time has previously been approved in writing by the Maynard Historical Commission***

X. PROPOSAL SUBMISSION

Proposals will be received at the Town of Maynard, MA, Office of the Assistant Town Administrator **through March 18th, 2015, until 4 pm that day.** After this time they will be opened in confidence in accordance with M.G.L. c. 30B, §6 (d). **Proposals received after that date and time will be rejected.**

The mailing address for all deliveries and walk-in service is:

**Town of Maynard
Office of the Assistant Town Administrator
195 Main Street
Maynard, MA 01754**

One (1) printed copy of the proposal, one (1) electronic version on a USB drive, and two (2) copies of the price proposal must be furnished to the Assistant Town Administrator for review by the Selection Committee. The overall proposal must include:

The Technical Proposal printed copy shall be submitted on the form furnished and in a sealed envelope marked (include electronic USB drive in same envelope):

Proposal Envelope A - Technical Proposal

**Maynard Community-Wide
Historic Properties Survey**

Applicant's Name _____

Two (2) copies of the Price Proposal shall be submitted on the form furnished and sealed in a **separate** envelope marked:

Proposal Envelope B – Price Proposal

**Maynard Community-Wide
Historic Properties Survey**

Applicant's Name _____

NOTE: Price proposals must be kept entirely separate from technical proposals. Failure to follow this instruction will result in rejection of the proposal.

XI. OTHER REQUIREMENTS

Attachment A

ATTACHMENT A

**TOWN OF MAYNARD, OFFICE OF THE ASSISTANT TOWN ADMINISTRATOR
195 MAIN STREET, MAYNARD, MA 01754**

Town of Maynard Historic Properties Survey

SCOPE OF WORK

SURVEY OBJECTIVES

The purpose of this Survey is to continue the intensive-level community-wide documentation of cultural and architectural resources in the Town of Maynard that was begun in 1999-2000. The Survey will provide additional information that is important in protecting Maynard's valuable historic resources. The Survey will document additional cultural resources that have shaped the character of the Town. As a valuable planning tool, the Survey will further assist the Town in guiding its future growth and development. Specific Survey goals are as follows:

- 1) To assess and document one hundred twenty-five selected historic cultural and architectural resources (shown on Exhibit 1), following Massachusetts Historical Commission survey standards and methodology,
- 2) To identify contexts for National Register evaluation, and to apply the National Register criteria to all resources identified in the Survey, and
- 3) To submit to the Massachusetts Historical Commission a list of individual properties that are recommended for nomination to the National Register of Historic Places.

METHODOLOGY

The Analytical Framework:

The community-wide Survey must incorporate Massachusetts Historical Commission criteria and methodology to current standards (see their manuals, technical bulletins and guidelines published 1992-2009). Both Massachusetts Historical Commission survey guidelines and the tasks and products of the Survey Scope of Work meet the Secretary of the Interior's Standards and Guidelines for Identification (1983).

The Massachusetts Historical Commission criteria for conducting a community-wide Survey are designed to identify the full range of cultural resources. The Survey should therefore, in researching the properties listed on Exhibit 1, relate these cultural resources to historic patterns of architectural development, to social and demographic history, and to events that had an impact on the community. Likewise, the community-wide Survey should recognize ethnic and cultural diversity within these properties, and seek to identify cultural resources associated with the history of the minority social and cultural groups and individuals who may have played a role in their history.

Phase Meetings:

The Survey consists of three phases. Project personnel will meet with Maynard Historical Commission members to review project progress and products at least as often as the end of each Survey phase. Work to be carried out during each phase and products due at the end of each phase are described below.

The Inventory:

A list of one hundred twenty-five structures/areas to be surveyed is provided in Exhibit 1.

Massachusetts Historical Commission individual property and area inventory forms, maps and National Register recommendations will be completed and submitted to the Commission following the survey guidelines set forth both in its Historic Properties Survey Manual and in subsequent guidelines and technical bulletins issued by the Massachusetts Historical Commission. These publications and memoranda are all incorporated into this contract by reference. The work to be carried out during each phase, and products due at the end of each phase, are described on the following pages.

Phase I: completion target date is May 15, 2015

1. Meet with Maynard Historical Commission to discuss the scope of the Survey and to assess the available documentary materials
2. Select assessors maps that identify Survey properties listed on Exhibit 1
3. Review existing inventory forms on file with the Maynard and Massachusetts Historical Commissions, and review the Survey Final Report completed by Joan Rockwell Associates in 2000

Products for Phase 1

1. One working map showing the properties to be inventoried
2. A large scale base map identifying inventoried properties on Exhibit 1
3. A methodology statement assessing existing documentation and amounts and kinds of information to be gathered about properties on Exhibit 1, the procedures to be followed in the Survey, the form of products to be created, and the specific bibliography to be used

Phase II: completion target date is December 31, 2015

1. Conduct intensive research of properties listed on Exhibit 1, incorporating the products of Phase 1
2. Prepare draft inventory forms for all properties listed on Exhibit 1 with photographs and detailed sketched maps (both forms and maps must follow guidelines outlined in the Massachusetts Historical Commission Historic Properties Survey Manual), and including recommendations for National Register nominations

Product for Phase II

A presentation to and follow-up discussion with the Maynard Historical Commission of all draft inventory forms

Phase III: completion target date is March 17, 2016

1. Develop a lettering and numbering system to be applied to inventoried properties in consultation with Massachusetts Historical Commission survey and Massachusetts Cultural Resource Information System (MACRIS) staff

2. Create and attach National Register Criteria Statement forms to qualifying inventory forms
3. Prepare final maps and a street index of all Exhibit 1 properties
4. Prepare recommendations for further study of properties on or related to Exhibit 1

Products for Phase III

1. 125 numbered Massachusetts Historical Commission inventory forms for Exhibit 1 properties (two sets with original black-and-white photographs: one for the Massachusetts Commission, one for the Maynard Historical Commission) will be provided. Forms sets for both Commissions must be on paper that meets Massachusetts Historical Commission requirements
2. Two sets of large-scale base map(s) with all inventoried properties identified by inventory number will be provided
3. Survey Final Report (four paginated unbound copies) that will include the following sections: an Abstract, a Methodology Statement (including Survey objectives, assessment of previous research, procedures followed in the Survey, description of products and accomplishments), an update to the narrative history detailed in the 1999-2000 Historical Properties Survey, a Street index for all Exhibit 1 properties (including inventory numbers), a final list of properties to be nominated to the National Register of Historic places, further study recommendations, and a bibliography. One of the copies of the Survey Final Report will be made available to the public at the Maynard Public Library.

**TOWN OF MAYNARD
OFFICE OF THE ASSISTANT TOWN ADMINISTRATOR
195 MAIN STREET
MAYNARD, MA 01754**

**Maynard Community-Wide
Historic Properties Survey**

FEE PROPOSAL FORM

(To be submitted in Envelope B – 2 printed copies)

The undersigned hereby submits a price proposal to perform the services outlined in the Request for Proposals for the Town Survey.

Applicant: _____

Address: _____

The APPLICANT hereby pledges to deliver the complete scope of services required, for the rates and charges shown below:

Estimated cost to complete the project:

TOTAL COST: _____

**TOWN OF MAYNARD, OFFICE OF THE ASSISTANT TOWN ADMINISTRATOR
195 MAIN STREET, MAYNARD, MA 01754**

Maynard Community-wide Historic Properties Survey

PROPOSAL SIGNATURE FORM

(This form to be submitted in Envelope A - Technical Proposal)

The undersigned, hereafter called the applicant, having fully familiarized him/herself with all the RFP documents, hereby agrees and declares:

1. That prices inserted in the Price Proposal (Envelope B) cover all necessary expenses to fulfill the conditions of the contract within the time stated.
2. Pursuant to M. G. L. c. 62C, § 49A, the Applicant hereby certifies that he/she has filed all state tax returns and paid all state taxes required under law.
3. The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.

The following items are to be completed by the Applicant, if applicable:

Our Company is: A Corporation _____
 A Partnership _____
 Individually Owned _____

Individual/Company Name: _____

Social Security or Federal Identification Number: _____

Signature of Individual or Authorized Official: _____

Address: _____

Telephone Number: _____

E-mail _____

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.

Signature of Individual Signing Bid Proposal: _____

Name of Business: _____

Date: _____

STATEMENT OF TAX COMPLIANCE

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under penalties of perjury that I, to my best knowledge and belief, have complied with all laws of the Commonwealth of Massachusetts relating to taxes.

Social Security or Federal Identification Number: _____

Signature of individual signing bid or proposal: _____

Date: _____

CERTIFICATE OF VOTE
OF CORPORATION
(if applicable)

(This form to be submitted in Envelope A - Technical Proposal)

Date: _____

I, _____, Clerk-Secretary of the corporation named in the foregoing Proposal,
certify that _____ who signed the said Proposal on behalf of
said corporation, was then the _____ of said corporation; that I know his
signature; (Title)

and that his signature thereto is genuine and that said Proposal was duly executed for and on

_____, 2015.

(Clerk-Secretary)

Date of Incorporation: _____

(Corporate Seal)

EXHIBIT 1

TOWN OF MAYNARD HISTORIC PROPERTIES FOR SURVEY

Acton Street	#5 (school/Jarmo's), #62 (1830), #78, #82 (1910), #96, #115 (barn), foundation (at Brown St.)
Bent Street	end (Maplecrest silo + wall)
Brooks Street	#2 thru #12, #17 (1870), #19 (1890), #21 (1880), #22
Concord Street	#2-4 (1870), #14 (1890), #20 (1905), #24 (public well), #38 (1890), #42 (1905), #107 (1912)
Elmwood Street	#47-49 (sauna/baths)
Fairfield Street	#18 (sauna), lower street hitching post
Front Street	#7 (1876)
Glendale Street	#11-13 (1800)
Great Road	Crowe Park (1901), High School track & field house + pillars, St. Bridget's Cemetery + entrance and receiving tomb
High Street	#3 (old post office?)
Hillside Street	#4 (1890)
Lincoln Street	#4 thru #14, #18, #20
Linden Street	#17-19 (1885 duplex)
Main Street	#151 (site of RR station), #80 (drinking fountain)
Maple Street	#4 (WB Case), #7 (1900), #9 (1895), #9 1/2 (1900), #10 (w/ old barn), mid-block hitching post
Oak Street	#2 (1895)
Old Mill Road	Rod & Gun Club
Park Street	#12 (1880), WPA sidewalks?
Percival Street	#3-4, #9 (1895)
Pleasant Street	#3-5 (1880), #8 (1840)
Powdermill Road	#66 (1881)
River Street	#5, #7, #9, #11, #13, #15, #17, #19, #21, #25, #27, #29, #33, #34
Riverbank Road	#2 (sauna/home)
Spring Lane	#57 (1880), #68 (1880), #110 (1890), #112 (1890)
Summer Street	Memorial Park, #48 (1890), #51 (1900-Am. Legion), #60 St. George's Church (1895), #70 (1860), #74 (1900), #89 (1880), #95 (1890), #113 (1900), west town boundary (only orchard left in town)
Summit Street	#15 (1890)
Wall Court	#2 (1880), #4 (1880)
Walnut Street	#19 (Finnish Cong. Church 1913), #22 (1867), #34 (1860), #54, #56
Waltham Street	#7 (United Co-Op Soc.), #8 (Samuels' Studio), #30 (paper mill housing?), #33 (WJ Mahoney), #91 (1922)
Winter Street	Ice House Landing (1914), DPW pump house (1889)
Wolcott Street	#7 (1880), #12 (1870)

Maynard Town Boundary Markers – Verify all, only one listed (M.907)

This list draws on walking tour brochure locations, Commission summer walkabouts and recommendations from the initial survey of historic properties done in 1999-2000. It is not an exhaustive listing.

THIS FORM IS INCLUDED AS A SAMPLE OF THE FINAL LEGAL CONTRACT FOR THE CHOSEN VENDOR. SOME OF THE FORMS ARE DUPLICATED IN THE RFP. THERE IS NO NEED TO COMPLETE THIS FORM AT THIS TIME.

TOWN OF MAYNARD¹

CONTRACT # _____

STATE CONTRACT # (if applicable) _____

DATE: _____

This Contract is entered into on, or as of, this date by and between the Town of Maynard, 195 Main Street, Maynard, MA 01754 (the "Town"), and

["Contractor"]

[Contact Name for Responsible Person]

[Address of the Contractor]

[Telephone Number]

[FAX Number]

[email address]

1. This is a Contract for the procurement of the following:
(Describe the work to be performed)

This Contract for purchase includes the following delivery, installation or setup requirements:

2. The Contract price to be paid to the Contractor by the Town is:

3. Payment will be made as follows:

3.1 Fees and Reimbursable Costs combined shall not exceed \$ _____ as more fully set forth in the Contractor Documents.

3.2 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Goods are delivered to the Town and accepted.

¹ Contract Short Form_Goods under \$25,000.00

4. Definitions:

4.1 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, Specifications. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

4.2 Date of Substantial Performance: The date when the goods are delivered, in accordance with Contract documents, as modified by approved Amendments and Change Orders.

4.5 Goods: Goods, Supplies, or Materials.

5. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before _____, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor. Time is of the essence for the completion of the Contract.

6. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town.

7. Termination and Default:

7.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

7.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

7.3 Default. The following shall constitute events of a default under the Contract: any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

8. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Maynard shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and

all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

9. Statutory Compliance:

9.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract.

9.2 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract.

10. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract.

11. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

12. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

13. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

14. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds.

15. Corporate Contractor:

If the Contractor is a corporation and is being executed by a party other than its president, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Maynard unless and until the Contractor complies with this section.

16. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Maynard shall be individually or personally liable on any obligation of the Town under this Contract.

17. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

18. Insurance

18.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

18.2 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of Maynard as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.

All policies shall identify the Town as an additional insured (except Workers' Compensation). The Contractor must provide notice to the Town immediately upon the cancellation or modification of the policy. All Certificates of Insurance shall be on the "MIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses.

- d. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage

in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

19. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

20. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

21. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

22. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

23. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

24. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

25. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

26. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

27. Change Orders

Change orders may not increase the contract price by more than twenty-five (25%) per cent, in compliance with General Laws Chapter 30B, §13.

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Contractor by:

Signature _____ Date _____

Print Name & Title

Certified as to
Appropriation/Availability of Funds:

Town Accountant _____ Date _____

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by:

Print Name

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

_____, authorized signatory for
name of signatory

_____, whose
name of contractor

principal place of business is at _____,

_____ does hereby certify under the pains and penalties of perjury
that _____ has paid all

name of contractor

Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature

Date

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders
Written Consent

(Date)

The undersigned, being the Shareholders of _____, a Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

VOTED: That the [President and/or the Vice President or named individual], each of them acting singly is, authorized to execute any and all contract documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, _____ the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on _____, 20__.

Clerk of Corporation

SEAL

CONTRACT CHECKLIST

Initials

1. Certification of Signatures
 - For Corporation: need President's signature or Clerk's Certificate dated no more than 2 years ago With Corporate Seal affixed (see attached form)
 - For LLC: need Manager signature or signed vote of the LLC
2. Certificate of Non-collusion
3. Insurance Certificate (showing Town as additional insured)
 - Matches amount of insurance required under contract
4. Certificate of Good Faith
5. Certificate of Tax Compliance
6. Signed by Contractor
 - Matches certification by Corp officer of authority.
7. Certificate of Good Standing for Corporation or Certificate of Legal Existence for LLC both from Secretary of State

Contract Reviewed by: _____
Signature

Name, Title